

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):


EPIC MEDIA GROUP, INC., a Delaware corporation dba TRAFFIC MARKETPLACE; Additional Parties Attachment form is attached.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

AMERICAN MEDIA, INC., a Delaware corporation,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 22 2012

John A. Clarke, Executive Officer/Clerk
BY  Deputy
Gina Grider

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Central District

Stanley Mosk Courthouse on Hill Street, 111 North Hill St., Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC 476780

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

H. Marc Rupp #198871, 6420 Wilshire Bl., 15th Floor, Los Angeles, CA 90048 (323) 658-2024

DATE: February 22, 2012 **John A. Clarke**
(Fecha)

Clerk, by
(Secretario)

GINA GRIDER

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

FEB 22 2012

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: American Media, Inc. vs. Epic Media Group, Inc., et al.	CASE NUMBER:
---	--------------

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):


☒ Plaintiff
 ☐ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

CONNEXUS CORPORATION, a Delaware corporation dba TRAFFIC MARKETPLACE; NETBLUE, INC., a California corporation dba TRAFFIC MARKETPLACE; and DOES 1 through 10, inclusive,

Page ____ of ____

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): H. Marc Rupp #198871 6420 Wilshire Bl., 15th Floor Los Angeles, CA 90048 TELEPHONE NO.: (323) 658-2024 FAX NO.: (310) 733-5663 ATTORNEY FOR (Name): Plaintiff American Media, Inc.		FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES FEB 22 2012 John A. Clarke, Executive Officer/Clerk BY  Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: Stanley Mosk Courthouse MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		CASE NAME: American Media, Inc. vs. Epic Media Group, Inc., et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 476730 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 22, 2012

H. Marc Rupp

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: American Media, Inc. vs. Epic Media Group, Inc., et al.	CASE NUMBER BC 476780
---	--------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 2 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE: American Media, Inc. vs. Epic Media Group, Inc., et al.	CASE NUMBER
---	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: American Media, Inc. vs. Epic Media Group, Inc., et al.		CASE NUMBER
	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)
	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review
Judicial Review	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)
Provisionally Complex Litigation	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)
Miscellaneous Civil Complaints	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition
Miscellaneous Civil Petitions		

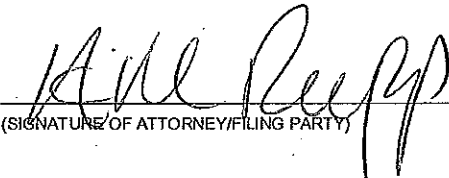
SHORT TITLE: American Media, Inc. vs. Epic Media Group, Inc., et al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: American Media, Inc. 6420 Wilshire Bl., 15th Floor
CITY: Los Angeles	STATE: CA	ZIP CODE: 90048

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: February 22, 2012


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

H. MARC RUPP #198871
6420 WILSHIRE BLVD., 15TH FLOOR
LOS ANGELES, CA 90048
Telephone: (323) 658-2024
Facsimile: (310) 733-5663

Attorney for Plaintiff
AMERICAN MEDIA, INC.

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

FEB 22 2012

John A. Clarke, Executive Officer/Clerk
BY Gina Grider, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

BC 476780

AMERICAN MEDIA, INC., a Delaware
corporation,

Plaintiff,

vs.

EPIC MEDIA GROUP, INC., a Delaware
corporation dba TRAFFIC
MARKETPLACE; CONNEXUS
CORPORATION, a Delaware corporation
dba TRAFFIC MARKETPLACE;
NETBLUE, INC., a California corporation
dba TRAFFIC MARKETPLACE; and DOES
1 through 10, inclusive,

Defendants.

Case No.

VERIFIED COMPLAINT FOR:

**(1) BREACH OF CONTRACT;
(2) ACCOUNT STATED; AND
(3) QUANTUM MERUIT**

COMES NOW Plaintiff AMERICAN MEDIA, INC. ("AMI" or "Plaintiff"), who
complains of Defendants EPIC MEDIA GROUP, INC. dba TRAFFIC MARKETPLACE,
CONNEXUS CORPORATION dba TRAFFIC MARKETPLACE, and NETBLUE, INC.
dba TRAFFIC MARKETPLACE (collectively, "Defendants"), and Defendants DOES 1
through 10, inclusive, as follows:

Introduction & Parties

1. This is a straightforward breach of contract, account stated, and quantum

1 merit complaint based upon Defendants' failure to pay for advertisements that Defendants
2 placed on the websites, www.radaronline.com and www.nationalenquirer.com.

3 2. AMI is, and at all times mentioned herein was, a Delaware corporation.

4 3. Defendant Epic Media Group, Inc. is, and at all time mentioned herein was,
5 a Delaware corporation, which conducts business in Los Angeles County, California.

6 4. Defendant Connexus Corporation is, and at all times mentioned herein was,
7 a Delaware corporation, which conducts business in Los Angeles County, California.

8 5. Defendant Netblue, Inc. is, and at all times mentioned herein was, a
9 California corporation, which conducts business in Los Angeles. Netblue, Inc. has no
10 registered agent for service of process listed with the California Secretary of State.

11 6. On information and belief, TRAFFIC MARKETPLACE is a dba of Epic
12 Media Group, Inc., Connexus Corporation, and Netblue, Inc.

13 7. On information and belief, Plaintiff is informed and believes and thereon
14 alleges that all Defendants are liable to AMI because all Defendants are alter egos of one
15 another. On information and belief, recognition of the privilege of separate existence for
16 each of the Defendants would promote injustice because Defendants, in bad faith,
17 dominated and controlled one another as follows:

18 a. Defendants have commingled funds and other assets for their own
19 convenience and to assist in evading payment obligations.

20 b. Defendants have diverted funds and other assets of one another for
21 other than corporate uses.

22 c. Defendants have treated the assets of one another as their own.

23 d. Defendants have failed to maintain adequate corporate records.

24 e. Defendants have failed to adequately capitalize themselves.

25 f. Defendants have used one another as a mere shell instrumentality or
26 conduit for one another's businesses.

27 g. Defendants have diverted assets from one another to the detriment of
28 creditors, including Plaintiff.

1 h. Defendants contracted with Plaintiff with the intent to avoid
2 performance by the use of various corporate entities as a shield against
3 liability.

4 i. Some of the Defendants are insolvent and are unable to perform their
5 obligations to Plaintiff.

6 8. The true names and capacities, whether individual, corporate, associate, or
7 otherwise of the Defendant DOES 1 through 10, inclusive, are unknown to Plaintiff, who
8 therefore sues said DOE Defendants by such fictitious names. Plaintiff will file DOE
9 Amendments and/or will ask leave of court to amend this Complaint to show their true
10 names and capacities when the same have been ascertained. Plaintiff is informed and
11 believes and on such information and belief alleges that DOES 1 through 10, inclusive, and
12 each of them are primarily responsible for the occurrences herein alleged and that
13 Plaintiff's damages alleged herein were proximately caused by such DOE Defendants.
14 Each reference in this Complaint to "Defendants" or refers also to all Defendants sued
15 under fictitious names.

16 9. Plaintiff is informed and believes and thereon alleges that at all times
17 mentioned herein, Defendants, and some of them, were the agents, servants and employees
18 of some, or all of the other Defendants, and were acting within the scope of said agency,
19 authority and employment.

20 10. Plaintiff is informed and believes and thereon alleges that Defendants did
21 agree together to perform the acts hereinafter described, and that Defendants did perform
22 such acts pursuant to such agreement or agreements.

23 **FIRST CAUSE OF ACTION**

24 (For Breach of Contract)

25 11. AMI incorporates herein by this reference the allegations of paragraphs 1
26 through 10, above.

27 12. On January 25, 2011, Defendants entered into a written Advertising
28 Agreement (the "Agreement") with AMI to publish various advertisements on

1 www.radaronline.com and www.nationalenquirer.com. The Agreement is attached hereto
2 as Exhibit "A," and incorporated herein by reference in this Complaint.

3 13. AMI has at all times performed the terms of the Agreement set forth above
4 in the manner specified by the Agreement, *i.e.*, pursuant to Defendants' requests, AMI
5 published various advertisements on www.radaronline.com and
6 www.nationalenquirer.com.

7 14. Defendants have failed and refused, and continue to refuse to tender their
8 performance as required by the Agreement, *i.e.*, Defendants have not paid AMI \$98,298.09
9 owed by Defendants to AMI pursuant to the Agreement.

10 15. Because of Defendants' failure to pay AMI what is owed under the
11 Agreement, Defendants are in breach of contract, and have damaged AMI in the amount of
12 \$98,298.09.

13 **SECOND CAUSE OF ACTION**

14 (For Account Stated)

15 16. AMI incorporates herein by this reference the allegations of paragraphs 1
16 through 15, above.

17 17. On March 25, 2011, April 25, 2011, May 25, 2011, June 30, 2011, July 25,
18 2011, August 23, 2011, September 20, 2011, October 24, 2011, November 23, 2011, and
19 December 29, 2011 the account pertaining to Defendants' placement of advertisements on
20 www.radaronline.com and www.nationalenquirer.com was stated between AMI and
21 Defendants in invoices, respectively numbered RN7068, RN7363, RN7505, RN7835,
22 RN7964, RN8255, RR8239, RN8352, RR8367, RN8615, RR8614, RN8735, RR8750,
23 RN9001, and RR9013. Said invoices are attached hereto as Exhibit "B," and incorporated
24 herein by reference in this Complaint.

25 18. The total invoiced amount of \$98,298.09 was agreed by AMI and
26 Defendants to be due and owing from Defendants to AMI.

27 19. At the time of the statement of account, Defendants agreed to pay the
28 amount stated to AMI, but Defendants have not paid such amounts to AMI.

20. Accordingly, AMI has been damaged in the amount of \$98,298.09.

THIRD CAUSE OF ACTION

(For Quantum Meruit)

21. AMI incorporates herein by this reference the allegations of paragraphs 1 through 20, above.

22. As set forth above, AMI published the advertisements placed by Defendants on www.radaronline.com and www.nationalenquirer.com, but Defendants have not paid. The reasonable value of AMI's publication of the advertisements placed by Defendants is \$98,298.09, and Defendants have been unjustly enriched in this amount.

23. It would be unjust and unfair for Defendants to benefit from AMI's publication of the advertisements placed by Defendants without paying AMI \$98,298.09.

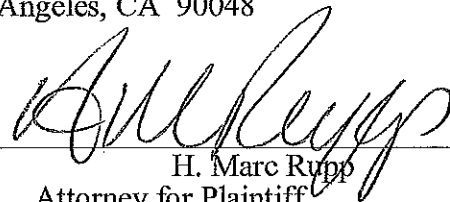
WHEREFORE, AMI by this claim demands:

- (a) That Judgment be entered in favor of AMI in the amount of \$98,298.09;
- (b) That prejudgment interest be awarded to AMI;
- (c) That reasonable attorneys' fees be awarded to AMI;
- (d) That costs of suit herein be awarded to AMI;
- (e) That such other and further relief the Court may deem just and proper be awarded to AMI.

Dated: February 22, 2012.

H. MARC RUPP
6420 Wilshire Blvd., 15th Floor
Los Angeles, CA 90048

By



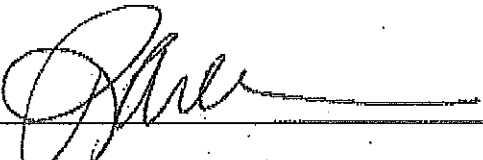
H. Marc Rupp
Attorney for Plaintiff
AMERICAN MEDIA, INC.

VERIFICATION

I am the Vice-President — Digital of American Media, Inc., a party to this action, and am authorized to make this verification on its behalf. I have read the foregoing Verified Complaint and know its contents. I am informed and believe and on that ground allege that the matters stated in the Verified Complaint are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February ¹²20, at New York, NY.



Robin Keller

EXHIBIT A



2141 Rosscorns Ave. Ste 2020
El Segundo, CA 90245

Date: 1/25/2011
Buyer: Jeff Sue
Telephone: 310-647-1484
Facsimile: 866-316-4767
eMail: jeff.sue@trafficmp.com

PQ # 0001-000-000

Publisher Information:

Publisher: American Media
Address: One Park Avenue
New York, NY 10016
#N/A

Telephone: 212-743-6524
Facsimile: #N/A
Contact: Robin Keller
E-mail: rkeller@amlink.com

Payment Details:

Billing Terms: Net 90
Payment Basis: T/M Counts
Address Invoiced To: TrafficMarketplace

Placement/ Channel	Inventory Type	Deal Type	Geo Target	Creative Type	Creative Size	Frequency Cap	Daily Cap	Flight Dates Start	End	Units Open	Unit Cost	Campaign Cost
1. RadioOnline	Non-Guaranteed	CPM	US	Graphic	150x600, 300x250, 720x50	3x24	750k	1/25/11	12/31/11	Open	\$1	Open
2.												
3.												

Total \$

*All inventory received must be deemed U.S. in origin based on IP address, unless otherwise specified above. Violations may result in negative adjustments to payments based on the volume of Non U.S. Impressions.

- Traffic Marketplace reserves the right to change the frequency cap and daily caps at request
- Payment based on delivered impressions, not projected impressions
- All ads will be placed above the fold

1600x600 is not avail. above the fold. llh

The Purchase Order shall not be effective until such time as it has been signed by both parties and returned to Traffic Marketplace. This Purchase Order is subject to the Traffic Marketplace Publisher Terms and Conditions result in non-payment and termination from the TMP Network.

Accepted (None)

By:

Printed:

Title:

Date:

Robin A. Keller
VP, Gen. Mgmt.
01/25/11

Accepted (Traffic Marketplace Inc., an Epic Media Group company)

By:

Printed:

Title:

Date:

Ryan Becker
VP, Display
01/25/11

EXHIBIT B



INVOICE

DATE	NUMBER
12/29/2011	RR9013

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE

BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	11/01/2011-11/30/2011	8409	HOUSE
DESCRIPTION			AMOUNT
RadarOnline.com Impressions			1 x 526.56000
Campaign Cost			\$526.56
Sub Total			\$526.56
PO #: 0000-0001-00			
INVOICE TOTAL			\$526.56

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

TOTAL AMOUNT
\$526.56



INVOICE

DATE	NUMBER
12/29/2011	RN9001

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE

BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No	SALESPERSON
0001-00	11/01/2011-11/30/2011	8385	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 136,94000
Campaign Cost			\$136.94
Sub Total			\$136.94
PO #: 0000-0001-00			
INVOICE TOTAL			\$136.94

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$136.94

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
11/23/2011	RR8750

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE

BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No	SALESPERSON
0001-00	10/01/2011-10/31/2011	8176	HOUSE
DESCRIPTION			AMOUNT
RadarOnline.com Impressions			1 x 19,672.08000
Campaign Cost			\$19,672.08
Sub Total			\$19,672.08
PO #: 0000-0001-00			
INVOICE TOTAL			\$19,672.08

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

TOTAL AMOUNT
\$19,672.08



INVOICE

DATE	NUMBER
11/23/2011	RN8735

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	10/01/2011-10/31/2011	8175	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 4,704.55000
Campaign Cost			\$4,704.55
Sub Total			\$4,704.55
PO #: 0000-0001-00			
INVOICE TOTAL			\$4,704.55

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$4,704.55

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
10/24/2011	RR8614

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE

BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID NO	SALESPERSON
0001-00	09/01/2011-09/30/2011	7960	HOUSE
DESCRIPTION			AMOUNT
RadarOnline.com Impressions			1 x 16,489.57000
Campaign Cost			\$16,489.57
Sub Total			\$16,489.57
PO #: 0000-0001-00			
INVOICE TOTAL			\$16,489.57

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$16,489.57

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
10/24/2011	RN8615

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	09/01/2011-09/30/2011	7961	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 3,989.47000
Campaign Cost			\$3,989.47
Sub Total			\$3,989.47
PO #: 0000-0001-00			
INVOICE TOTAL			\$3,989.47

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

TOTAL AMOUNT
\$3,989.47



INVOICE

DATE	NUMBER
09/20/2011	RR8367

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	08/01/2011-08/31/2011	7740	HOUSE
DESCRIPTION			AMOUNT
RadarOnline.com Impressions			1 x 21,511.18000
Campaign Cost			\$21,511.18
Sub Total			\$21,511.18
PO #: 0000-0001-00			
INVOICE TOTAL			\$21,511.18

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$21,511.18

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
09/20/2011	RN8352

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	08/01/2011-08/31/2011	7787	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 4,625.00000
Campaign Cost			\$4,625.00
Sub Total			\$4,625.00
PO #: 0000-0001-00			
INVOICE TOTAL			\$4,625.00

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

TOTAL AMOUNT
\$4,625.00



INVOICE

DATE	NUMBER
08/23/2011	RR8239

BILL TO: 902899
EPIC MARKETPLACE
2141 ROSECRANS AVENUE
SUITE 2020
EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
P.O. BOX 905387
CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	07/01/2011-07/31/2011	7596	HOUSE
DESCRIPTION			AMOUNT
RadarOnline.com Impressions			1 x 13,895.71000
Campaign Cost			\$13,895.71
Sub Total			\$13,895.71
PO #: 0000-0001-00			
INVOICE TOTAL			\$13,895.71

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly sign and Fax to (212) 510-1949
MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$13,895.71

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
08/23/2011	RN8255

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	07/01/2011-07/31/2011	7597	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 2,250.70000
Campaign Cost			\$2,250.70
Sub Total			\$2,250.70
PO #: 0000-0001-00			
INVOICE TOTAL			\$2,250.70

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$2,250.70

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
07/25/2011	RN7964

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE

BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	06/01/2011-06/30/2011	7342	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 1,244.27000
Campaign Cost			\$1,244.27
Sub Total			\$1,244.27
PO #: 0000-0001-00			
INVOICE TOTAL			\$1,244.27

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$1,244.27

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
06/30/2011	RN7835

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	05/01/2011-05/31/2011	7170	HOUSE
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 1,570.21000
Campaign Cost			\$1,570.21
Sub Total			\$1,570.21
PO #: 0000-0001-00			
INVOICE TOTAL			\$1,570.21

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$1,570.21

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
05/25/2011	RN7505

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	04/01/2011-04/30/2011	6978	IBACZ
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 2,916,76000
Campaign Cost			\$2,916.76
Sub Total			\$2,916.76
PO #: 0000-0001-00			
INVOICE TOTAL			\$2,916.76

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

TOTAL AMOUNT
\$2,916.76



INVOICE

DATE	NUMBER
04/25/2011	RN7363

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	03/01/2011-03/31/2011	6760	IBACZ
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 3,944.06000
Campaign Cost			\$3,944.06
Sub Total			----- \$3,944.06
PO #: 0000-0001-00			
INVOICE TOTAL			\$3,944.06

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly, sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$3,944.06

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.



INVOICE

DATE	NUMBER
03/25/2011	RN7068

BILL TO: 902899
 EPIC MARKETPLACE
 2141 ROSECRANS AVENUE
 SUITE 2020
 EL SEGUNDO, CA 90245

ADVERTISER: EPIC MARKETPLACE
BRAND: INTERNET ADVERTISING

ADV ID / BRAND ID: 902899 / 01

**** PLEASE NOTE NEW REMITTANCE ADDRESS ****

REMIT TO: AMERICAN MEDIA, INC.
 P.O. BOX 905387
 CHARLOTTE, NC 28290-5387

TERMS: NET 30 DAYS

BILLING QUESTIONS: (212) 251-2618

PO NUMBER	CAMPAIGN DATE	CAMPAIGN ID No.	SALESPERSON
0001-00	02/01/2011-02/28/2011	6427	IBACZ
DESCRIPTION			AMOUNT
NationalEnquirer-ROL Impressions			1 x 821.03000
Campaign Cost			\$821.03
Sub Total			\$821.03
PO #: 0000-0001-00			
INVOICE TOTAL			\$821.03

Please make a copy of this document for your records and return the original copy with your remittance to the address specified above.

If paying by credit card, please fill in the following information legibly sign and Fax to (212) 510-1949
 MasterCard, Visa or American Express only.

Credit Card Number: _____ Exp: _____

Signature: _____ Date: _____

TOTAL AMOUNT
\$821.03

This is to authorize American Media, Inc to charge the credit card number above for the issue indicated.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE

Case Number

DC 476730

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debra Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John L. Segal	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. Steven J. Kleifield	53	513
Hon. Michael P. Linfield	10	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Hon. Elihu M. Berle*	323	CCW
Hon. Ronald M. Sohigian	41	417	other		

***Class Actions**

All class actions are initially assigned to Judge Elihu M. Berle in Department 323 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk
By _____, Deputy Clerk

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.890-3.898 Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the **Random Select** Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program
A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

Information About Alternative Dispute Resolution:

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act ("DRPA"), to provide information about the availability of local dispute resolution programs funded under DRPA. In Los Angeles County, these services are made possible through major support from the Los Angeles County Department of Community and Senior Services through DRPA. The list of the local dispute resolution programs funded in Los Angeles County is set forth below.

Superior Court of California, Los Angeles County, ADR Office (213) 974-5425
www.lasuperiorcourt.org/ADR

Staff and volunteers of the following identified agencies are not employees of the Los Angeles Superior Court:

Asian-Pacific American Dispute Resolution Center (213) 250-8190 www.apadrc.org

California Academy of Mediation Professionals (818) 377-7250 www.mediationprofessionals.org

California Lawyers for the Arts, Arbitration and Mediation Service (310) 998-5590 www.calawyersforthearts.org/

Center for Conflict Resolution (818) 705-1090 www.ccr4peace.org

Inland Valleys Justice Center (909) 621-7479 www.ivjc.org

Korean American Coalition 4.29 Center (213) 365-5999 www.kacla.org

Los Angeles City Attorney's Office Dispute Resolution Program (213) 485-8324
www.lacity.org/mediate

Los Angeles County Bar Association Dispute Resolution Services
(877) 473-7658 (323) 930-1841 (888) 922-1322 (562) 570-1019 www.lacba.org/drs

Los Angeles County Department of Consumer Affairs (213) 974-0825

The Loyola Law School Center for Conflict Resolution (213) 736-1145 www.lls.edu/ccr

City of Norwalk Dispute Resolution Program (562) 929-5603
www.ci.norwalk.ca.us/socialservices2.asp

***These programs do not offer legal advice or help you respond to a summons,
but they can assist in resolving your problem through mediation.***

**Dispute Resolution Programs Act
Contracts Administration Office: (213) 738-2621**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.			
PLAINTIFF:			
DEFENDANT:			
STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)			CASE NUMBER:

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- ☐ Mediation
☐ Non-Binding Arbitration
☐ Binding Arbitration
☐ Early Neutral Evaluation
☐ Settlement Conference
☐ Other ADR Process (describe): _____

Dated: _____

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

☐ Additional signature(s) on reverse

Short Title	Case Number
-------------	-------------

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

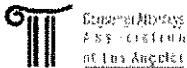


Superior Court of California
County of Los Angeles

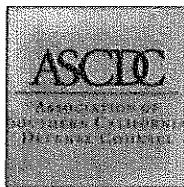


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
--------------	--------------

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
--------------	--------------

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER